LEASE

AGREEMENT dated the 19th day off October 1931 by and between R.J.Freeman, Wilton, Ala. (lessor) and THE TEXAS COMPANY, a corporation of Deleware, having a place of business at Atlanta Georgia (lessee).

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thereon, in the City of Wilton County of Shelby State of Alabama, described as follows:

Beginning at a point on the East side of the Calera-Centerville Highway where the property of R.T. Jones and J.H. Splawn joins the right of way of the Calera-Centerville Highway, thence runing east 194ft. parrell to the property of J.H. Splawn, thence North 150ft. thence West 194ft. to the right of way of the Calera-Centerville Highway, thence South 150ft. parrell to the Calera-Centerville Highway thence South 150ft. parrell to the Calera-Centerville Highway thence South 150ft. parrell to the Calera-Centerville Highway thence South 150ft.

In consideration of the covenants and agreements herein contained, lessee is hereby given the option to purchase the above described premises at any time withint years from effective date of this lease for a cash consideration of \$\frac{1}{2}\$; and, in event lessee elects to exercise such purchase option, lessor agrees to furnidh a complete abstract of title covering said premises, and upon acceptance of the title by lessee, to execute and deliver to lessee a general warranty deed conveying such property free and clear of any liens or encumbrances.

- (2) Term. TO HAVE AND TO HOLD for the term of one year
- from and after the 19 day of Oct. Nineteen Hundred 1931 (10/19/31) but subject to temination by lessee at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessee to lessor. Provided however, that the lessee at itsoption may terminate this this agreement any time upon ten days prior writte notice in event of the cancellation
- or termination in any manner of that certain commission agency agreement between THE TEXAS COMPANY & R.J.Freeman dated Oct 19th 1931 or any subsequent agreement thereto supplementary or in lieu thereof, either with the aforesaid R.J.Freeman or any other commission agent the lessee might appoint. R.J.F
- (3) Rental. Lessee agrees to pay the following rent for said premises:
- A sum equal to one cent (lc) for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable monthly on the 10th day of each month next following the month for which payment is made. And agrees that, if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessor shall then have the right to terminate this lease on thirty (30(days written notice to lessee.
- (4) Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the terms of this lease (and to paint same as and when necessary in opinion of lessee.) In the event of his failure to do so, lessee may, at its election either terminate the lease on thirty (30) days' notice to lessor, or make the necessary repairs, at the expense of lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.
- (5) Removal of roperty. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all Sixtures, equipment and other property of lessee placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.
- (6) Lessee's Right of Termination. Should the structures on said premises be destroyed by fire or storm, or should lessee for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises or should said business for any reason in lessee's judgment become duly burdensome, lessee may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be pro rated to the date of such termination.
- (7) Damages for defect in Title. Lessor covenants that he is well seized of said premises has a good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restrictions encumbered or defect in such title.
- (8) Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obdigations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations, or lessee, in the event of a foreclosure of any such lien and the sale of said demised xxx premises and improvements, shall have the right to buy ain said premises and imprevements for its own use.
- (9) Successors and Assigns. This agreement shall be binding upon abd shall inure to the benefit of the parties haveto and their respective auccessors or assigns.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: M.A.Horn

R.J.Freeman (Lessor)

Witness: B.L.Will, iams

THE TEXAS COMPANY (lessee)
By E.D. Atkins

STATE OF ALABAHA COUNTY OF SHELBY

I, Lucile Cooper, a Notary Public in and for said County, and instald State hereby certify that R.J. Freeman whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of sadd instrument, he executed the same voluntarily on the date the same bears AXXe.

Given under my hand and official seal, this 19th day of Oct. A.D. 1931

Lucile Cooper Notery Public in and for Shelby Coumby; Alabama.

Dec 5 1932 Ty commission expires)

I, R.T.Jonesowner of the above property and having been informed of the foregoing lease agree to R.J. Freeman leaseing the property to THE TEXAS CO.

R.T.Jones

Approved as to ; Terms C.B.Barrett Description C.B.Barrett Form B E Dowdy

STATE OF ALABAMA

I, Cage Head, Judge of Probate hereby certify that the within lease was filed for record in this office February 1st 1932 and recorded In deed Record 93 and page 234 and examined.

Cage Head, Judge of Probate.